which was about to rob them of their victims and to deprive them of the means of convulsing their country.

The Government, then, was bound to see in this a motive for perseverence in their resolution to purge Poland from these elements of troubles, to restore her to herself and to the freedom of her own inspirations. When the Government shall no longer have more opponents than herself, it asks for nothing better than to return to the legal order which it has itself inaugurated.

The shape assumed by events in the Kingdom proves moreover, how much the movement was artificial and superficial, how little sympathy it meets with among the labouring classes, and how much, consequently, the Government was justified in considering it an alien hurtful enterprise, hostile to the real welfare of the land. The theories put forth by the insurgents in their Proclamations, the violence and the atrocities committed by them, equally demonstrate how anti-social an object was hid behind the parade of false patriotism.

In this view, the events, grievous as they are, afford useful lessons. We have the hope that they will neither be lost upon Poland nor upon honest and sensible opinion in Europe.

LATEST INTELLIGENCE.

NEWS FROM ENGLAND TO 19th MAY.

(Special Telegrams for the Bombay Gazette.)

LONDON, *19th May*, 1863.

News from America to the sixth May.

Three terrible battles in Virginia.

The Federal General Hooker twice defeated by Confederate General Stonewall Jackson.

Sedgwick driven across the Rappahannock by the Confederate General Longstreet.

Hooker entrenched (?)

Liverpool Cotton market dull.

Best Surats sixteen to eighteen pence.

LONDON, *14th May*.

The Turkish Government have published a despatch on the question of the Suez Canal, demanding its absolute neutralization, and the cessation of forced labour.

Long debate in the House of Commons on Indian Waste Lands.

Lord Stanley blames the hesitation of Sir Wood's policy, but generally approves of its principles.

Sir Charles Wood maintains that the Land Tax, and the auction system is unobjectionable.

America, 2nd May.

General Hooker's army has crossed the Rappahannock; General Francis and General Farragut, are in communication.

Four Federal transports have been sunk off Vicksburgh.

Cotton more moderate.

Best Surats, eighteen pence half penny.

LONDON, *18th May*.

Liverpool market dull; buyers waiting result of ... in America.

Fair ... eighteen pence half-penny.

Sawginned ... eighteen pence three farthings.

The Chancellor of the Exchequer, *11th May*. Income-tax on Charities, and the license duty drawn the

The Bills for the amalgamation of the City ... the Metropolitan Police has fallen through.

There has been an important Italian Debate in the House of Commons: the majority of the speakers condemned the present Government of Naples.

The Lancashire operatives are to be employed on Public Works; large numbers are emigrating.

Lord Dalhousie has resigned his seat on the Indian Officers' Commission; Lord Cranworth appointed to fill the vacancy.

Dr. Pusey's prosecution of Professor Jowett has been abandoned.

Lord Hatherton, is dead.

General Hooker crossed the Rappahannock on the 27th April.

The Confederates have abandoned the siege of Washington, North Carolina.

The *Peterhoff's* mail was despatched to its destination unopened; the cargo is under examination.

Gold fifty and a half premium.

The French have taken Puebla.

The Canadian packet *Anglo-Saxon*, lost near Cape Race. Half the passengers escaped.

The Poles have gained several victories in the Provinces of Kalisch and *Tublin*; the insurrection is spreading in *Volbynia*.

The Russian notes to France, England and Austria have been published; they admit the right of discussion, but attribute the insurrection entirely to revolutionary agencies, and offers no solid concession.

Earl Russell has stated that England can only interfere by moral influence.

There is no immediate apprehension of War.

The French Legislative Corps dissolved.

The French Government makes great efforts to obtain favourable elections.

Hostile demonstrations against Prince William at Athens; the whole question still in abeyance; two Ministers have resigned.

The Chester Cup was won by Asteroid.

COMMERCIAL INTELLIGENCE FROM ENGLAND TO 18th MAY 1863.

(By Electric Telegraph.

GALLE, *4th June*, 9-32 A.M.

Consols, ninety-three and half.
Fives, one hundred and seven and a quarter.
Specie, £25,000.
Bank Discount, 3½ per cent.
Indigo, average declined six pence.
Sugar, three pence lower.
Rice, white, declining.
Saltpetre inactive.
Linseed, advanced two shillings.
Rape, declined nine pence.
Silk, dull.
Corahs, inactive.
Jute, rather lower.
Hides, good demand.
Ladoye, steady.
Sheilac, declined two shillings.
Safflower and Cutch not quoted.
Coffee, six pence lower.
Pepper, steady.
Cocoanut Oil, one shilling lower.
Coir Yarn, steady.
Wool, Ivory, and Cinnamon, not quoted.
Plumbago, fine, advanced three shillings.
Tallow, declined slightly.
Wheat, languid.
Cotton closing quietly about previous quotations.
Yarn rather dearer.
Shirtings, moderate sales.

MADRAS.

4th June, 5-35 P.M.

Securities, Five and a half, sixteen and three quarters premium.
Fives, seven and a half premium.
Fours, one seven eighths discount.
Document Bills, two shillings one and one eighths to two shillings one and one fourths penny.
Freight, dead weight, thirty shillings.
Cotton, eighty shillings.
Interest on loans, nine per cent.
Money market, in rather less demand.
Bank rates of interest, lowered one per cent.
Forty inches, Grey Shirtings, seven pounds, rupees eight annas six.
Number forty Mule Twist, good seconds, per bundle rupees seven.

LOCAL.

THE SOUTH-WEST MONSOON commenced late on Thursday evening, being ushered in by the customary vivid flashes of lightning and a thunder storm. Heavy rain fell over the night, and continued far into yesterday morning. Throughout the day yesterday there was no rain.

THE HINDOO DRAMA.—The Goa Hindoo Dramatic Corps will appear again this evening at the Grant Road Theatre, when a Drama entitled *Keechuckwodh*, and *Sarripott*, (the first and most interesting play that ever appeared on the boards) will be performed in the Marathee language, to be followed by an amusing farce. —*(Advertisement.)*

PROGRAMME OF MUSIC to be played by the band of H. E. the Governor on the Esplanade, this evening:—

MARCH. "Triester" ..... *Zawershal.*
OVERTURE. "Lurline" ..... *Wallace.*
WALTZ. "Olympia Tanze" ..... *Lanner.*
SELECTION, (op) "Rigoletto" ..... *Verdi.*
DO. (op) "Bianca" ..... *Balfe.*
QUADRILLE. "Gertrude" ..... *Farmer.*
GALOPE, "Tritsch Tratsch" ..... *Strauss.*

GOD SAVE THE QUEEN.

WEATHER REPORT.

At 9 hours of the 5th June 1863.

BROACH.—Fine wind S.W. light.
BULSAR.—Cloudy and threatening.
KUMBACHER.—Fair wind Westerly strong.
SURAT.—Cloudy and sultry at intervals.

LOSS OF THE SHIP "PATTERSON."

WE regret to have to report the loss of the ship *Patterson*, Captain Lamble, bound for the port of London, which left the harbour of Bombay at Noon on Thursday. It appears that when she left Bombay no suspicion whatever was entertained of any danger. About six or seven o'clock in the evening, however, it was discovered that she had sprung a leak, and it was soon found that nothing could avail to save her. From this time she filled rapidly, and the crew and the two passengers on board had to take to the boats, when shortly after she went down. She was at this time about eighteen or twenty miles out. The *Patterson* was a fine vessel of 985 tons register and laden with a general Cargo of Cotton, Coffee and Seeds. The Crew with the first officer arrived at the dubashes in the Fort at about 11 o'clock yesterday morning much worn out. The Captain also has arrived. No lives were lost. Messrs. Forbes and Co. were the Agents of the ship.

A steamer and two tugs was dispatched to the scene of the disaster yesterday afternoon.

There is a rumour that the *Patterson* has met with foul play in some way or other, and that the loss of her in this peculiar and, we may say, mysterious way is not quite accidental. Where she has foundered, however, it is said that part of her bulwarks are visible. In this case, the cause of the disaster must certainly be ascertainable, and it is due to public feeling, and an already widely spread suspicion, that the minutest inquiries should be set on foot to ascertain all the facts of the case.

As yet we do not hear that the Captain or any other individual is blamed, and so far as we know the public suspicion points to no one in particular, but the circumstances, it is said, are suspicious; and they certainly seem so; hence the call for a public inquiry.

BOMBAY POLICE INTELLIGENCE.

FORT POLICE OFFICE.—JUNE 4, 1863.

(BEFORE N. W. OLIVER, ESQ.)

OBSTRUCTING THE COLABA ROAD.—Three coachmen of wealthy Bhattia merchants were brought up by Mr. Constable Bailey for obstructing the Colaba road by keeping their shigrams thereon. It appeared Mr. Bailey had received numerous complaints regarding the obstruction caused by the Bhattia merchants keeping their carriages on the causeway while they went to transact their business at the Cotton depot, and he was induced to make an example by handing up three of them before the Magistrate. Three carriages were seized on Tuesday, and sent to the pound, while the coachmen were brought up by the police. The defendants were found guilty, and fined three Rupees each, and ordered to pay the poundage.

SUSPECTED OF THEFT.—Dawood Peecha was brought up, charged with having in his possession a piece of cloth, of the value of five rupees, the property of Messrs. Robert Frith and Company, which may be reasonably suspected to have been stolen, and failing to account satisfactorily how he came by the same.

It appeared from the evidence of Hasbin Cunba, a peon employed in the Fort Custom House, that on the morning of the 4th instant, he saw the prisoner, when he had the piece of lead concealed in a cloth, and seized him.

Prisoner urged in his defence that a Mahomedan gave him the piece of lead.

His Worship convicted the prisoner, and sentenced ... be imprisoned for six weeks in the Common ... ed labour.

THEFT.—Hassan ... charged with stealing a ... was placed at the bar, six rupees, the property of ... cloth, of the value of About fifteen days ago, the prosecutor named Mordeen, weaver, lost the loongee from his house. One ... who is a last, at about half-past five o'clock P. M., he saw the ... a man, who pointed out the prisoner as the person who sold it to him.

The above statement was corroborated by the testimony of Labin Mahomed.

The Magistrate, on the evidence before him, convicted the prisoner, and sentenced him to be imprisoned for two months in the Common Jail with hard labour.

(BEFORE H. E. LEEKE, ESQ.)

WANT OF JURISDICTION.—Captain William Campbell, of the ship *Scotland*, was charged with assaulting Mr. James W. Anderson, the chief officer of the ship.

Mr. Kelly for the defence.

Mr. Kelly objected on the score that the Court had no jurisdiction. He said that the vessel sailed from London, and arrived at Kurrachee, and thence to Bombay. The prosecutor should have brought the action before the Magistrate at Kurrachee, as the assault imputed to his client was alleged to have taken place on the high seas, on the 13th of March last, prior to the ship's arrival at Kurrachee.

The Magistrate said the Court had no jurisdiction in the case, and therefore dismissed the charge.

MARINE COURT OF ENQUIRY.

Friday, 5th June 1863.

BEFORE THE CHIEF MAGISTRATE, N. W. OLIVER, ESQ., AND CAPTAIN W. C. BARKER.)

A Marine Court of Enquiry was held yesterday, at the Fort Police Office, to conduct an investigation into the circumstances connected with the running down of the Pattimar *Gunesh Pursad*, by the steamer *Tilly*.

Mr. Prentis appeared for the owner of the pattimar.

Arjun Mahadjee said,—I am a second tindal, and was second tindal of the British pattimar *Gunesh Pursad*, of Malwan, the property of Mooljee Dhunjee, merchant of Bombay. About half-past six, or a quarter to seven P.M., on the 14th of April last, I was on board the pattimar, bound from Malwan to Bombay. We were sailing under the mainsail only, between the two light ships towards the bunder. A steamer came up. She had a red light on one side, and a yellow on the other. The steamer run into the pattimar on the port side, a little before the main mast. We saw the steamer when she was about a coss from us, and when we saw her coming direct towards us, we kept away as much as we could, but the steamer came into us. A great many people on board the pattimar cried out, and after we saw the steamer, we hoisted a lantern. The steamer was then about a coss distant. When she was near us, we showed a torch light, and when we found that no attention was paid, we made a noise by clapping our mouths with our hands and calling out. When the steamer came against us the yard and mast of the pattimar broke and fell on the steamer. The pattimar sunk as far as the chuppra over the cabin. The passengers, and three of the pattimar's crew, were taken on board the steamer by the steamer's boat. Some of the crew left the pattimar with a sahib of the steamer in the pattimar's boat, and some of them remained alongside the pattimar in the steamer's boat. The steamer went on after remaining about half an hour near the pattimar. The pattimar was loaded with cocoanuts, ghee, ground nuts, cashew nuts, and jagree. Next day the sahib who came from the steamer, brought another steamer and towed our pattimar up to Masagon until she grounded. Three or four days afterwards, the cargo was discharged, and the pattimar repaired. I believe that the pattimar is now at Choul. The wind was light when the steamer struck us, so light that the pattimar could not go one coss in an hour. All hands in the pattimar were saved. There was another pattimar close to us. The steamer kept away to avoid that pattimar, and ran into us. We altered our course and went out of it about ten or fifteen fathoms distance to avoid the steamer, but we could not go far, as the wind was so light.

William Clayton, said,—I am the Master of the British steamer *Tilly*, and hold a certificate of competency as Master, granted to me by the Board of Examiners at Bombay. On the 14th April last, I was in charge of the *Tilly*, steaming out of the harbour. Between the inner and outer light ships, at quarter past seven P. M. I saw about eight pattimars ahead, a few on each bow. The weather was very hazy. I saw a pattimar on the starboard bow. She was not over two hundred yards distant. I put my helm to starboard: he put his helm hard aport and came into my bow just under the starboard bow. As soon as I saw what he had done, I stopped the engine, and about half a minute after that, the *Tilly* hit him in the port bow. I went on the forecastle and saw that the pattimar was half full of water. I put our boats out, and took all the passengers from the pattimar. I put our second officer on board the pattimar and gave him a boat, and after that I proceeded on my voyage to Cochin and the Coast. We had three lights at the time of the collision, a white light underneath the fore top, a red light on the port bow, and a green light on the starboard bow. The pattimar had no light whatever. If I had ported the helm, I should have gone over the pattimar completely. The pattimar was over two or three points on the starboard.

Cross-examined by Mr. Prentis.—I saw some of the pattimars distinctly, but I did not see this one until she was close under the bows. I suppose it was hazy where she was. The wind was not very light. The pattimars were going about two or three miles an hour. I did not see them waving any light. I was on the top of the house amidships. I had a look-out on each bow. The collision took place about two or three minutes after I saw the pattimar. A few minutes before the collision, I had altered my course to clear another pattimar, which took me nearer to the pattimar, with which I came in collision than I should otherwise have gone. The pattimar ought to have kept as she was going. I did not note any protest, and only entered this transaction in the log-book and official log. I saw the pattimar go out of her course, perhaps one hundred and fifty yards. She came into the *Tilly*. The *Tilly* was going about seven knots. When I first saw the pattimar, she was perhaps nearer than two hundred yards. I cannot tell the distance as it was hazy.

The investigation is postponed until Monday next the 8th instant.

L A W.

HIGH COURT.—ORIGINAL JURISDICTION SIDE.

Saturday, 6th June 1863.

Matters to be disposed of this day, by a full Court, consisting of three Judges, which will sit at 11 o'clock.

New Trial Motions in the following causes on the late Supreme Court File.

Samuel Corp and others *vs.* Jamsetjee Cursetjee.

The Hon'ble Premabhai Hemabhai *vs.* Abban Sha Sabut Ali.

Causes for final disposal under the Code of Civil Procedure.

257 Aaron Moses Gubay *vs.* Dost Mahomed Khan.

Plea Side Causes on the late Supreme Court File.

6 Toolseydass Ramdass *vs.* John Macfarlane and others.

8 Anabaee widow *vs.* Gunputrow Vencajee.

9 Bacherdass Manchund *vs.* Ramchundra Runchord.

10 Rowchund Manchund *vs.* The G. I. P. Railway Company.

S. COMPTON, Prothonotary.

Prothonotary's Office, 5th June 1863.

Friday, 5th June 1863.

(BEFORE SIR J. ARNOULD, AND MR. JUSTICE COUCH.)

Alladin Habibhoy vs. *Doolub Pittamber.*

Mr. Scoble for plaintiff; the defendant did not appear.

The action was for the recovery of Rs. 4,635, being the amount of a re-draft drawn by plaintiff's firm in London against defendant. The amount was the loss sustained by defendant on a consignment of elephant's teeth shipped by him to England through plaintiff. The draft was presented to defendant, but he declined to accept it, alleging he had no money to pay. Plaintiff thereupon entered a protest. The Court entered a verdict for plaintiff for the amount claimed with costs.

SMALL CAUSE COURT.

Friday, 5th June 1863.

(BEFORE N. SPENCER, ESQ.)

Chandoo Cassum vs. *Hurry Gunpatell.*

FREIGHT AND BROKERAGE.—This was an action to recover the amount of three hundred and eight rupees, two annas, and six pies, being the balance of a sum of seventeen hundred and thirty six rupees, advanced by plaintiff to defendant for the purchase of a quantity of batty, together with a claim of two hundred rupees for loss sustained by plaintiff in consequence of defendant refusing to deliver to him one hundred candies of batty, being the portion of 150 candies which defendant had agreed to sell to plaintiff.

Mr. Nusserwanjee for plaintiff.

Mr. Carter for defendant.

Mr. Nurserwanjee stated the case. The defendant, he said, was employed by the plaintiff in the purchase of batty. There was a balance due on advances made him for this purpose amounting to one hundred and eight rupees odd, and the plaintiff likewise claimed the sum of two hundred rupees in consequence of the defendant having resold one hundred candies of batty which had been purchased on account of the plaintiff.

Mr. Carter admitted the debt to the amount of Rs. 1,731, which he said he was ready to prove had been disbursed, and denied the liability of the defendant for any further amount. The discrepancy appeared to arise in the items of freight and brokerage, which the plaintiff had not taken into consideration. With regard to the two hundred rupees, the second item in the summons, he had received no instructions about it.

The Judge said, that the second item in the summons was not properly expressed. The summons required to be amended, but he could not amend it unless Mr. Carter consented.

Mr. Nusserwanjee complained that the wording of the summons was done in the office of this Court, by the Clerks, which had led to the error.

His Honor thought it scarcely fair to bring this forward, as the services of the clerks, in this respect, were purely gratuitous; the system had been commenced by himself for the public convenience, and as they took the trouble and gave their assistance without reward, they should certainly not bear the blame.

Mr. Carter objected to the wording of the summons being amended.

Mr. Nusserwanjee said under these circumstances he would strike out the second item of Rs. 200, and the only in dispute in the total of Rs. 1,731 advanced, in the same case might be proceeded with.

The case was then gone into at considerable length, Mr. Nusserwanjee giving the quantities and brokerage and freight had the defendant observed the rate of brokerage Rs. 15-6.

His Honor observed that the only thing to be considered was the latter two items. In one case the ... is charged a trifle more than the plaintiff account, in another it was less, which makes that account right so far.

Hurry Gunpatell.—The usual brokerage is four annas per candy. The freight is one rupee per mooda of 25 furrows. There were 613 candies purchased for plaintiff. The tindal required Rs. 45-8-0, and he paid it to Baba Cote (the contractor of whom defendant bought the batty). Witness always received one rupee per mooda for freight, and four annas for brokerage. There is no account kept, but this sum has always been paid, and the crews know that this is the custom.

Mr. Nusserwanjee addressed the Court for the plaintiff, and said that the sum of Rs. 1 had not been proved as the correct price per mooda for freight. He contended that both brokerage and freight had been paid, and that his client was entitled to a verdict for the amount of Rs. 108-2-6.

The plaintiff upon being put in the witness box swore that freight was always paid on these goods at twelve annas per mooda, and not one rupee. The defendant had been employed by him during the last three years in making similar purchases, and the rate was always twelve annas per mooda. He was ready to swear this was the sum he always paid him, and never saw more. Defendant had received only Rs. 25-8 on the 50 moodas he has purchased, which sum only paid for about 34 moodas, but this was in consequence of the plaintiff having sustained loss through the defendant's sending him goods at an unseasonable time, which thereby became damaged.

Mr. Carter addressed the Court for the defendant. He said he thought it would be quite clear that the plaintiff had failed to prove his claim, and that the client had shown that his account was correct, and therefore trusted that a verdict would be given for the defendant.

The Judge summed up at some length, and commented on the oaths which were taken in this case. The books, he said, which might have been produced, were kept back instead of being brought forward to prove whether twelve annas or a rupee had been paid, and the book giving credit was also not forthcoming. Defendant had given the particulars of the purchases which he had made, and had distinctly shewn the sums due, as he alleged, on each item, for brokerage and freight, and he therefore considered he was entitled to both. With regard to the Rs. 45-8 given to Baba Cote on account of the plaintiff, there was no proof of this payment. Under these circumstances, he should give a verdict for the plaintiff for Rs. 647-10-6.

Mr. Nusserwanjee desired to elect a non-suit just as judgment was about to be delivered, but the Judge informed him that his application came too late.

Narayen Wittoba Bhoslay vs. *Cassyba Cumlajee and Succoobaee, his wife.*

NATIVE TRUTHFULNESS.—This was an action to recover the sum of seventeen rupees and thirteen annas, being the amount of a promissory note for fifteen rupees and four annas, with interest at the rate of thirty-six per cent. per annum.

Narayen Wittoba, the plaintiff, said he had advanced fourteen rupees to the defendants in consideration of the promissory note for fifteen rupees and four annas, given him by the defendants who had taken the money and attached their marks to the note. He had two witnesses to corroborate his statement, the one a milkman, and the other a miller, who were present throughout the transaction.

Hurry Ramchunder sworn, stated.—I am a milkman. I wrote this note. Narrayen Wittoba, the plaintiff, asked me to write it. Gungaram was present at the time the money was paid to the defendants.

Gungaram Fukeer, stated that he was a dealer in flour, and knew the defendants, as well as the plaintiff. He saw the fourteen rupees given to the defendants, and attested their marks to the note.

Cassyba Cumlojee, the defendant, deposed that he was a carpenter, and that he had never borrowed any money of the plaintiff, and had never got Hurry Ramchunder to write the note, and that it was a got up case altogether.

Succoobaee, the wife of the defendant, repudiated all connection with the plaintiff, and declared the whole case was got up in consequence of a quarrel they had had. The witnesses Gungaram and Hurry Ramchunder, she declared, in no measured terms, had given false evidence, and it was a perfect forgery, perjury and conspiracy.

The Judge said that upon the evidence before him, there was but one way to decide. In the absence of any rebutting evidence he must give a verdict for the full amount of the claim, viz. Rs. 17-13-0.

Pudma, trading under the name of Kessa Suwa and Co. vs. Hakim Moosajee.

A PROMISSORY NOTE.—This was an action to recover the sum of ninety seven rupees and six annas, being fifty rupees balance on a promissory note of one hundred rupees, and forty seven rupees and six annas interest. Note dated 10th April 1862.

Defendant stated that he and his wife had signed a promissory note for Rs. 100, of which he had afterwards given the plaintiff Rs. 50 in part payment. When this fifty rupees was paid, the plaintiff got him to put the payment on the back of another promissory note for Rs. 200, for which defendant had received no consideration. Defendant succeeded in getting a verdict upon the note for the Rs. 200.

His Honor.—You are only sued now for the balance, on the Rs. 100.

Defendant said he tendered him the balance viz Rs. 50, with interest, on the 12th of August last. He had witnesses to support this statement. The plaintiff had then refused to take less than Rs. 100 and had refused his tender.

One Canjee Danjee said that he knew the Marwarree plaintiff, whom he had seen with Hakim Mossajee. The Marwarree declined to take fifty rupees.

Noor Mahomed Thackersey also knew the Marwarree. Hakim Mossajee offered him Rs. 50, with interest, but the plaintiff would not accept it.

Ebram Shushin knows the Marwarree's shop, to which he went with defendant about nine months ago. Defendant offered Rs. 50 rupees, with interest, to plaintiff, who was up-stairs at the window, but he said he would not come down unless he had got a hundred with him.

The Judge said that the defendant had not proved, notwithstanding his witnesses, that such a tender had been made, as to justify him in saying the plaintiff was entitled to no further interest for the balance of the promissory note. The exact amount of principal and interest should have been tendered in a formal manner; it was not sufficient simply to tender the money. A verdict was therefore given for the full amount claimed, Rs. 97-6-0, payable in monthly instalments of Rs. 15.

OFFICIAL PAPERS.

TOPOGRAPHICAL AND SANITARY REPORT OF INSPECTION VISIT TO NORTH CANARA.

(Continued from our yesterday's Number.)

Honore. From the sea the low hills about Honore are tabular and scarped, as laterite hills usually are, and in the distance there are high ranges covered with green wood to their waved or crenate summits.

On the North bank of the Sheravutty or Gairsopa river where it falls into the sea, there is a flat-topped laterite hill probably 120 to 150 feet high, precipitous to the river on its south side, and sinuous and more or less scarped to the westward; the general line of the westward scarp is S. E. and B. E. On a lower level of about seventy or eighty feet high, a flat-topped spur runs nearly westward from the former, and parallel with the river to a length of about three quarters of a mile, and ends at the site of the former fort which overlooked the entrance of the river, but of which there are now but few traces beyond a trench partially isolating the extreme point of the hill, on which there are some magnificent trees. This spur is precipitous on the South, but has a sloping descent to the North. On its summit are the houses of the few European officers of Government, and it was the site of the small cantonment of two companies of Native Infantry at one time stationed there. Under the West point there is a stripe of level ground, which runs also under the South base of the hill along the river side, and on the North and North-west side the sloping descent is continued into a low flat that is bounded on the West by a small batwater.

The town consists of about 878 houses, and is divided into two part the smaller of which occupies the narrow ... along the South base of the spur; the houses standing in enclosures shaded by cocoanut, jak, mango, kokum, and other trees; the other ... the larger portion of the town lies on the other ... of the spur, and consists of two long narrow streets crossing at right angles and having directions nearly North and South, and East and West respectively. The houses are more or less contiguous, are raised on high basements, some with an upper floor, and they are built mostly of stone and mud, but a few are of stone and lime mortar; most are thatched, but some are tiled. The streets are of laterite gravel and are in good repair, and they have side-drains for the monsoon waters. Beyond these streets, the houses are detached in enclosures, and are shaded with lofty trees. There is a large tank hill on the West of this part of the town, and good water is obtained from wells, but it becomes rather scarce in the hot season. Under the West point there is the Dispensary, which ... there are rooms for a few sick persons. The building was a private residence or warehouse, and since being rented fits present use a shed has been added to it, but it is very ill adapted for an Hospital. Near but more to the eastward, and shut out from the breeze, there is the old fort, so ill situated, badly constructed, overcrowded and filthy, that when one sees it, one can scarcely credit that its ... ever come to the knowledge of the in authority. At the East-end of the spur of ... l, close under the western scarp of the high table first mentioned, there is a new Jail near finished, and although in many respects its ... is superior to the old one.

The ... locality occupied by the European residents appears to be ... best they could have chosen, and for a small ... tachment of Troops, the former cantonment is ... d. If a wider area were required, the higher ... ern plateau might be resorted to, but water would be far off.

From that elevation ... town below is not seen, being entirely hidden ... palm trees. On the North ... the bare, slightly ... ulating surface of the laterite is seen extending ... far, and on the North-west and West there is ... narrow stripe of backwater with sand hillocks ... and a sandy beach between it and the open ... On the South side there is a large expanse of ... ater dotted with small patches of islets, the ... al river having here increased to a width of ... miles before joining the sea, from which it is ... parated, except close to Honore, by a sandy ... bearing clumps of cocoanut trees. Wooded ... hills run eastward along the left bank of the ...

There has been but ... recorded epidemic sickness among those resident at Honore. During the prevalence of ... Chera last year, the disease was imported, and ... a week or two it spread, but after ... have attacked about fourteen it ceased. Fever, ... which has prevailed so extensively at ... inal places during the last few years, has not in any ... marked degree increased here, and there ... no numerical data from which to find the ... ad ... ratios of fever and other sickness in the ... resident population; such can only be found where, ... of a known number, all the sick come under ... cognizance. The jail is the only institution that ... Honore would afford these circumstances, but ... it is in so exceptional a sanitary state as ... render it unfit as a criterion of the salubrity ... the station. The Returns of the Police ... have a certain strength given in them, ... this must be distributed through the surrounding country, and apply at Honore for the ... tment of ailments acquired elsewhere, and in ... e Dispensary Returns also there are ... included ... me cases of those who bring their diseases ... other places, and in these Returns no strength ... can be given.

As an indication of the ... healthiness of the Honore ... aloda, although ... roof the station, Police Hospital Returns ... have used, and from them it is seen that in the ... yes ... 1862, in a total of 270 admissions, there were ... cases of fever or about 60 per cent.

The Dispensary, Civil ... pital, and Police Returns, although not ... giving exact information regarding Honore separate ... all other places, yet may be here quoted as ... ging some information as to the comparative ... pralence of fever in different years among the ... sses of applicants for medical aid:—

Year.	Total Admissions.	Admission for ever.	Per Cent. Admission for Fever.
1854	2,285	160	7.0
1855	3,590	776	21.6
1856	4,727	991	41.1
1857	4,432	761	17.2
1858	3,876	437	11.3
1859	4,404	760	17.2
1860	3,335	608	18.2
1861	2,395	634	26.5
1862	2,171	618	28.4
Nine years.	31,215	6,745	21.6

This table shows that in the last four years there has been a gradual increase in the ratio that fever bore to other ailments, but it shows also that prior to that time the fluctuations were great and that although in 1862 the proportion was 28·4, yet it was greatly exceeded in 1856 when the percentage was 41·1.

During the same nine years the admissions for diarrhœa and dysentery were but 5·4 per cent. of the total admissions.

The Sheravutter river maintains a large size up to Gairsopa, a distance of 17 miles, and this is due to the influence of the tide that reaches thus far. In the rains the fresh water maintains its freshness to within a short distance of Honore, but after the end of the S. W. monson the sea water comes higher and higher up. In December the water was salt in all the lower ten miles, and in March the water at Gairsopa is usually brackish. The shores are lined with mangrove and other salt water bushes, and the high banks above the influence of the salt water are thickly wooded other trees being largely interspersed with banboo, and not far from the left bank there rose wooded hills. From the river nothing but luxuriant trees were seen, but on reaching the banks passing through a fringing belt of trees and bushes, hidden rice fields were discovered: and thus it was at Gairsopa.

Gairsopa is on the left bank of the Sheravuttee, where it ceases to be navigable; it is now but a small village inhabited by husbandmen and a few traders who have an interest in the traffic that finds its way along the ... that descends here from the Mysore country.

The few huts of which it consists are situated along the base of a thickly wooded range of hill, and between them and the river, the ground, scarce a furlong wide, is terraced for rice cultivation. Water-courses and a road-cutting disclosed the structure of the hill to be micaceous schist, with ... edclay-shale, veined and seamed with quartz above it, and laterite was uppermost. About a mile from the village, and beyond a small tributary stream, there is the site of old Gairsopa. It is now a tangled jungle, in which are heaps of stone rubble—the ruins of houses built partly of mud; there were here and there some squared and dressed stones, the remains of temples. A small Jain temple of ornamentally-cut granite was seen in perfect preservation, with four sitting images placed back to back in quadrangle in the middle chamber; these were carved out of trap-rock. In another building there was a much larger image carved in the same material. These two temples are visited occasionally by Jains, of whom there are two or three families in some village near. Besides these remains and such heaps of rubble as lay about, the guide said there was nothing to be seen of the ancient city.

Fever was here very prevalent, and cholera too was present in Gairsopa and the neighbouring village called Nugree, and many had died of it both among the inhabitants and the carriers who come down the ghat from the Mysore territory and who it is probable brought the disease with them from Mysore where it was said to be raging.

In the ascent from Gairsopa to the Falls, the hill-side road cuttings disclosed granite near the foot of the ghat, and higher up mica-schist and quartz-gravel; but passing along a winding road in a forest so gigantic, no comprehensive view of the structure of the hills could be obtained. The line of strike when observed was S. W. b. W., and near the top of the ghat a protruding mass of diorite in the anticlinal axis of mica-schist was noted, and when the ascent ceased, and the road passed as it were among the hill tops, quartz rock with its gravel of disintegration with the common surface rock, and at the Falls the stupendous chasm showed the substructure there to be gneiss, with a line of strike N. W. and S. E., and with an inclination of about 30° dipping to the N. E. Here the forest was *Ainee*.

Fever was more than usually prevalent, and more persistent than usual it was said, but yet it had not attained to such severity as at many other places. From the Patel of Korkana, which is the village near the Falls, I learnt that there were fifteen sick in forty houses.

On leaving the Falls the road to Keelar was winding and passed through *Ainee* forest, and the road cuttings showed the surface rock to be disintegrating gneiss. From Keelar the country was more or less open, there being low hills and undulations with rice flats of considerable extent among them. Many of the hills and rising grounds were grassy with scattered clumps of trees, but some were thickly wooded, ; laterite over quartz was now the surface rock onwards to Sidapoor.

Sidapoor is in Lat. 14° 21′ and Long. 74° 58′, and it is within three miles of the Mysore territory, towards which the drainage of the neighbouring lands flows to join the Wurda river. The approach to Sidapoor from the South is through an avenue of magnificent, large Dool or Bugoolee trees (Mimusops elengi), the flowers of which are offered by the Hindoos to their idols.

The Town is on an eastern slope, at the top of which the Government offices are situated. It has about three hundred houses, and these are more closely built where the bazar is, and the rest are in separate enclosures, and groves; the term garden is seldom applicable to anything seen in Canara.

The bazar portion of the town is regularly laid out, there being clean gravelled streets running North and South, one of them broad, and other two crossing these at right angles, and there are side-drains for the S. W. monsoon waters that fall into a very filthy nulla on the E. and S.E. of the town. The houses have mostly but a ground-floor; they are of mud and are thatched, and they have deep verandahs in front, of substantial wood, painted red, and each has mud-built, neatly-plastered benches in its verandah. There is a tank, but drinking water is obtained from numerous wells in the laterite rock. Beyond the filthy ditch to the Eastward there are rice fields, which at the time of the visit were being irrigated, as if for a second crop; on the North and the South of these there were among the forest *Baghekyes* in which areca, cardamoms, and pepper are together cultivated. The areca plantations are laid out with regularity, the palms being planted rather closely in straight rows, and after every second row there being a trench for irrigation; each palm has a pepper vine twining round its stem, and cardamom plants occupy the intervals. For the last two years there has been a blight among the cardamom plants at Sidapoor, but this I did not find had affected other localities.

From the Mahalkuree, the Police Foujdar, and the Moonsiff, I learnt that fever was unusually prevalent in the town and the neighbourhood—of twenty policemen, five were ill with it. The presence of cholera a short time before caused great fear among the inhabitants, which had not subsided, although no fresh case had occurred for the last seven days, and it had been confined to one house, and had apparently been imported from a distance. A man had travelled from Gairsopa in two days, and was ill on the day of his arrival at Sidapoor, and died of the disease; five others in the same house were attacked, and only two of them recovered; the survivors of the household were removed by their relations to a distance and the disease ceased.

After leaving Sidapoor the country through which the road passed was still undulating, and was mostly covered with wood more or less thick, and the trees were diversified, but were chiefly Terminalias. A gatherer of myrobolans was adding to his heap at the road side, which he expected a trader from Honore to purchase at the rate of three Canara pice (about an anna) for twelve seers; those he had collected were of bad quality. There was still laterite on the surface as far as Koonjee, and here and there were rice fields.

From Koonjee to Nirguroo the soil was sandy, and after passing the latter place there was a slight ascent, and gneiss appeared, and laterite boulders lay on the surface. At Jargoloo granite masses protruded, and this rock continued at the surface as far as *Tapal Katay*. On approaching Teeaglee schist was again seen in the hill-side cuttings and in the watercourses, but laterite capped the hills or lay in boulders on them. From Nirguroo to Teeaglee there were no rice fields seen, and the *Ainee* forest was largely mingled with bamboo of several species *(Mass kunnuk* and others), and several small streams were crossed.

Teeaglee is a small village situated in a narrow, beautiful valley among steep, not high hills, covered with wood. It consists of thirty houses without reckoning outlying hamlets. The houses are of mud, thatched with areca palm leaves, and mostly placed near the high road as it enters an extensive areca plantation that follows the course of a deep, narrow cross valley. There is a considerable stream at the bottom of the valley, and each ravine sends its little tributary to join it; but although water is thus plentiful, every house has its well dug in the gravelly detritus of the schist or the laterite. The inhabitants are mostly Havek Brahmuns, who are the owners of the plantations and live on the produce; but here, as in all other such plantations, the owners are unable to gather the fruit themselves, and are dependent for this on the traders from Eekaire in Mysore, who, when they come to make their purchases, bring with them men whose caste and occupation it is to climb the trees.

I learnt that for the last three years fever had been unusually prevalent; that in the first of those years it was severest, and that it lessened last year, but had now increased again considerably. The fever it was said was observed to increase at the beginning of the rains, to lessen during their continuance, and again to increase after their cessation. At my desire the Patel made inquiry at every house, and learnt that on the day of my stay there were among the thirty houses nineteen in which there were sufferers from fever, and in those nineteen houses there were thirty-one persons ill of it.

The fever here, as elsewhere, was found to be of the usual intermittent types, and often to be accompanied with enlargement of the spleen. Diarrhœa was said to be a frequent complication of the disease.

From Kansooroo the forest became less dense, and the hills grassy and less steep, but still micaschist was seen protruding. Between three and four miles from Sircy quartz became the prevailing surface rock, but it was often overlaid with laterite. In a road-side cutting near Sircy red argillaceous shale like that at Hooblee was seen.

At Kansooroo I learnt that fever was very prevalent among the villagers, and I found that two of the four policemen stationed there were suffering from it.

Sircy is in Lat. 14° 37′ Long. 74° 54′, and about 2,500 feet above the sea level. It is spread over an irregular area of uneven ground, about a mile and a half from East to West, and seven furlongs from North to South, but only a small part of this surface is occupied with houses.

In the middle of this area there

ment of suspension. The words of the clause in the charter are as follows : "We do hereby ordain that the High Court of Judicature at Fort William in Bengal shall have power to make rules for the qualification and admission of proper persons to be advocates, vakeels and attornies at law, and shall be empowered to remove on reasonable cause the advocates, vakeels, attornies at law, &c." And since the power is not specially given, it is clear the Judges have not the power vested in them by implication. It may or may not have this power over attornies, but it has no more power over advocates than the Courts at Westminster have. The punishment must be absolute removal. Barristers are not officers of Court; they are like the Bench, as he said before, administrators of justice. He therefore submitted that the Judges out here have no power to suspend. If there are no express words we may conclude that the Legislature purposely refrained from giving this power; therefore he contended that the Court was bound within the words of the Charter to *remove* and to *remove only*, on the two grounds he had mentioned. As regarded the third point in the rule, every Court has the power of saying what is a contempt. The question here was whether Mr. Piffard in this instance had been guilty of a contempt. The rule having been granted on the affidavits of Mr. Justice Bailey and Mr. Justice Morgan, he would read Mr. Justice Bayley's Minute.

3 *p. m., Saturday, May 9th*, 1863.

In case I may be referred to in the matter of Mr. Piffard's address to the Bench to-day, I sit down as soon as possible after the cases in review have been gone through, to note what happened as far as the rapidity of the occurrences enables me to remember accurately.

On a review being called on about noon, in which Mr. Piffard was for the applicant, he stated that his points for review were that our Bench had not given its reasons for not allowing cost and interest. I remarked that both were matters of discretion, and that I did not consider it imperative upon this Court to give any reasons, because cost and interest were matters in which the Court reviewing the conduct of litigant parties as a whole made it's order without necessarily going into detailed reasons. At any rate, that its not doing so could not *per se* be an absolute ground for demanding a review, but that in fact reasons were given by us which I read. Mr. Justice Morgan asked Mr. Piffard to read his petition on the matter of costs, and the petition being read was in no way upon the point of our not giving reasons, but in so many words that "our order was in itself unjust." Mr. Piffard proceeded to argue that this inclued his plea of our not giving reasons, and that in this case, both costs and interests were essential points the costs being due on previous litigation, and the interest being a just demand on money advanced. Mr. Piffard argued a little longer, when Mr. Justice Morgan asked if he had any other point, and Mr. Piffard said he had not. Respondent's pleader was then called, when I said I did not want to hear him, as I thought a review should not be granted, and Mr. Justice Morgan concurred. Mr. Piffard then stated that he had sat down because he understood the Court was with him, but that he had not finished and wished to be heard further. He was again heard, but going over the same ground again Mr. Justice Morgan stopped him, and was expressing his view of the case when Mr. Piffard interrupted him whilst speaking. Mr. Justice Morgan then said, "The Court is speaking, Sir, will you be silent." Mr. Piffard, however, went on speaking. Mr. Justice Morgan then said "Will you be silent Sir," but certainly to my mind, although warmly, still not offensively. Mr. Piffard still made some observations which I did not catch. On this Mr. Justice Morgan said very sharply "Hold your tongue Sir." I then gave my opinion on the two points as a final judgment on my part which I meant it to be, and said it was. Mr. Piffard did not interrupt me then, but immediately afterwards again wished to speak, and I said that the case was concluded, that my judgment was given, and therefore I could hear no more. A few other cases were then proceeded with, and the next one in which Mr. Piffard was engaged. He rose and addressing me personally said, he claimed the protection of the Court. On Mr. Morgan's asking what he said, Mr. Piffard remarked that he was addressing me, not Mr. Justice Morgan. Mr. Justice Morgan immediately interposed before I could speak (not that he did so with a view to interrupt me) and quite calmly suggestsd to Mr. Piffard that the question had better be referred elsewhere (which I suppose meant the Chief Justice) and Mr. Piffard's case be deferred. Mr. Piffard agreed to this, and stated that "if Mr. Justice Morgan would apologize for words spoken in heat."—Immediately before the sentence was finished Mr. Justice Morgan left the bench and Mr. Piffard then left the Court and other cases were called on. Mr. Justice Morgan then returned to the bench and the other cases were heard. Mr. Piffard may have said "apologise for the insult," but I cannot clearly remember whether I heard or not."

This does not carry up the matter to the point on which these proceedings have been taken. Had the matter rested here it would still have been to be regretted that such an occurrence had arisen between a member of the Bar, and the Bench. The learned Counsel then read Mr. Justice Morgan's letter to the Chief Justice.

"Monday, May 10th.

"MY DEAR CHIEF JUSTICE.—Last Saturday Mr. Piffard applied to Mr. Justice Bayley and myself for a review of judgment in a case decided by us. I had occasion very frequently to interrupt the learned gentleman in his address. I did so because I considered his remarks sometimes irrevelent, sometimes a repetition of what he had already urged. When he had concluded, and while I was stating what occurred to me as proper to be stated in disposing of the application, Mr. Piffard rose and began to speak. I asked him not to interrupt me, and proceeded with my statement. But the gentleman continued to speak, and I therefore again requested him not to interrupt me. He still persisted, upon which I shouted out, "Hold your tongue, Sir!" or some such words. After which he was silent. A case was called on not long afterwards, in which Mr Piffard was the applicant's counsel. He commenced his speech by referring to what had occurred in the previous case. According to my recollection (which I believe in this differs from Mr. Justice Bayley's) he spoke of the way in which he had been insulted by me and proceeded to suggest that I should apologise to him. I said that I could not listen to such observations and rose to leave the Court. Ultimately the case was postponed, and nothing further occurred in Court. That evening, about 9 o'clock, the card of Captain Francis was brought to me at my house, and I saw that gentleman, who informed me that he had come from Mr. Piffard. He alluded to the morning's occurrence, and asked me, on Mr. Piffard's behalf, for an apology. I cannot undertake to repeat what was said word for word. When I had heard enough to acquaint me generally with the nature of his errand, I told him that I must absolutely decline to enter upon any discussion with him concerning the matter. The conversation may have lasted five minutes. I believe I have stated the effect of it. I wish to bring to your knowledge and the knowlege of the other Judges, the conduct of Mr. Piffard (who is an advocate of the Court) both in Court and afterwards. My relation of the facts may be incomplete, but I think the matter is of sufficient importance to justify my bringing it before you.—I am, my dear Chief Justice, yours very faithfully,

"W. MORGAN."

The two affidavits correspond in all material facts, but there are some discrepancies between them and Mr. Piffard's view of the occurrences. The language was, no doubt, calculated to irritate Mr. Piffard to a very great extent. Whether rightly or wrongly, he no doubt interrupted; but the exact words spoken by Mr. Justice Morgan are not given in either of the affidavits and the following will show Mr. Piffard's view of the occurrence:

"I, Charles Piffard, of No. 2, London Street, Calcutta, barrister-at-law, and one of the advocates of the High Court of Judicature at Fort William, make oath and say:—

1.—That I have read the affidavits made herein by Mr. Justice Bayley and Mr. Justice Morgan, two of the Puisne Justices of this Honourable Court and that to the best of my memory and belief the facts stated by Mr. Justice Bayley are correctly down to the words "wished to be heard further; he was again heard."

2.—I say that on being permitted to address the Court I proceeded to argue on the points which at Mr. Justice Morgan's request I had previously simply stated without argument.

3.—I say that in the course of such argument I was frequently and, as it appeared to me, unnecessarily but not offensively interrupted by Mr. Justice Morgan, but was not stopped by him, and that after I had urged all that I thought proper, I of my own accord sat down.

4.—I say that thereupon Mr. Justice Morgan rejected my application and gave his reasons for doing so, and after finally disposing of the case Mr. Justice Morgan proceeded to make some general observations on the necessity of making stringent rules to prevent the time of the Court being taken up in hearing matters urged in review which could not properly be urged, and, as it appeared to me, intimated his opinion that in the case just concluded the time of the Court had been taken up by me with argument on points which Counsel ought to have known were not arguable on review.

5.—I say that I thereupon in what I intended to be, and do verily believe was, a courteous and respectful manner, rose for the purpose of explanation; that what his Lordship complained of was caused by the want of uniformity in the rulings of the different Benches as to what were and what were not proper grounds for review; and that in fact in the case of *Thakroo Coomar* vs. *Payer Tewarree and another* a review had been granted to me by another Bench on grounds precisely similar to those which the Court had just refused to listen to, when urged by Mr. Cochrane in the case immediately preceding my own.

6.—I say that I am unable to say precisely how far I got in making such explanation. Mr. Justice Morgan shook his head and waved his hand at me which I understood as a token of impatience, but I did not hear any articulate words until Mr. Justice Morgan said "Will you be silent sir," and immediately afterwards, "Hold your tongue, sir, be seated," in a loud, violent and offensive tone. I expressed my surprise at hearing such language from the Bench and then sat down, and Mr. Justice Bayley delivered judgment, also rejecting my application for review.

7.—I say that the remainder of the account given by Mr. Justice Bayley differs in no material point from what I remember.

8.—I say that on the same afternoon I addressed letters to the Secretary of the Bar Library of the late Supreme Court and the Secretary of the Pleaders' Library of the late Sudder Court shortly stating what had occurred.

9.—I say that after those letters were written it occurred to me that the Bar, before taking into consideration Mr. Justice Morgan's conduct towards me, might wish to be satisfied that I had done all in my power to settle the matter amicably and privately with Mr. Justice Morgan before bringing the Bar into collision with a Judge on a matter which I would have been perfectly ready to forget had the learned Judge offered the slightest expression of regret at having in the heat of the moment made use of a hasty and uncourteous expression.

10.—I say that at about half-past six on the same evening I, acting on the impression which I have mentioned in the last paragraph, called on Mr. Eden and asked him to call, as a friend, on Mr. Justice Morgan and recall to him the occurrences of the morning and express my hope that he would not refuse to recall or state that he regretted the words he had used and the manner in which he had used them.

11.—I say that what passed between Mr. Eden and myself is substantially and truly set out in the written statement drawn up by me and signed by Mr. Eden, and on the accompanying letter written to me by Mr. Eden, I also say that the accompanying written statement being a letter addressed by me to Mr. E. B. Peacock, Clerk to the Chief Justice, is, to the best of my memory and belief, a true and correct statement.

12.—I say further that had Captain Francis on his return from Mr. Justice Morgan told me that the latter gentleman had tendered the slightest apology or expressed the least regret, I would at once have recalled my letters to the Secretaries of the two Bar-Libraries, and that no meetings would have been held at my instance.

18.—I distinctly swear and say that I had not any intention whatever when I requested Captain Francis to call on Mr. Justice Morgan of sending a hostile message or providing a hostile meeting or of appearing to do so, and that my sole motive was as I have stated before the hope that Mr. Justice Morgan might, after he had had time for reflection, think proper to offer such expression of regret as would have fully satisfied me, and as it appeared to me he might as gentleman to gentleman without any derogation to his dignity or independence as a Judge have offered for words spoken in a moment of heat but which it was impossible, as it appeared to me, that I either as a gentleman or a member of an honourable and privileged profession could submit to without protest or remonstrance."

Mr. Piffard does not seem to have heard the remark that the Court was speaking and as Mr. Justice Morgan does not generally speak very loudly, this is not surprising.

Mr. Doyne then read the following letter in support of Mr. Piffard's statement as to the occurrences in Court and of the steps which he took afterwards:

"To E. B. PEACOCK, Esq.

Clerk to the Chief Justice.

High Court, May 13th, 1863.

SIR,—In answer to your letter of yesterday's date enclosing a letter from Mr. Justice Morgan to the Chief Justice, I have the honour to request that you will submit to the Chief Justice the accompanying copy of the account drawn up by those who witnessed what passed between Mr. Justice Morgan and myself on the 9th instant.

With regard "to that part of Mr. Justice Morgan's letter which refers to my having sent Captain Francis for an apology," I have the honour to request that you will submit to the Chief Justice the accompanying account by Captain Francis of what passed between himself and Mr. Justice Morgan on the occasion.

I have to express my sincere regret that the course I adopted was one which might possibly be mininterpreted as a hostile message, but I beg to assure the Chief Justice that such was not my intention, nor was such the character of Captain Francis's mission.

We are both of us perfectly aware that a Judge cannot accept a challenge to a hostile meeting, and therefore that to invite him to one would be as absurd as it would be unworthy and indecorous.

I was anxious before submitting the case to the Bar to assure myself that I had done everything in my power to allow Mr. Justice Morgan an opportunity of retracting or explaining his language, which I considered insulting to me as a barrister.

I feared that if I called on him for this purpose myself I might, in discussing what had taken place, forget the respect due to Mr. Justice Morgan's office.

I therefore asked Captain Francis, my oldest and most intimate friend, and a man in whose judgement and perfect temper and courtesy I have and had the most complete reliance, to call on Mr. Justice Morgan and see whether by his intervention it was possible to avert the disagreeable alternative of my asking the profession to express their opinion on the conduct and language of Mr. Justice Morgan.

My express instructions to Captain Francis were to let Mr. Justice Morgan understand that he did not come with any hostile intention, but merely to ask for such an explanation, or apology, or withdrawal as Mr. Justice Morgan might, on consideration, feel that he ought to make.

I submit that in so doing neither Captain Francis nor I infringed on the impunity of a Judge's station, and that there was no more impropriety in the act than in seeking an explanation from a clergyman or a woman.

Finding that Mr. Justice Morgan refused even to listen to Captain Francis sufficiently to ascertain the real character of his mission, I had no alternative but to submit to the profession as I had done before receiving your letter, Mr. Justice Morgan's language and conduct on the Bench, and to leave to the Calcutta Bar the vindication of our privileges.—I have the honour to be sir, your obdt. servt. CHARLES PIFFARD."

Also the following affidavit:—

"I, Ashley Eden, of Middleton Row, in the Town, Calcutta, make oath and say as follows:—

First. That on the sixteenth day of May instant whilst the occurrences referred to in the annexed paper marked A were fresh in my memory, Mr. Piffard submitted the said annexed statement to me, and I then wrote him a letter in reference thereto which is annexed and marked B, and I say that the said statement A and the said letter B are together substantially correct statements of what passed between Mr. Piffard and myself, and of the impressions left in my mind on the occasion to which they refer."

Exhibit A, referred to in the affidavit of Ashley Eden, sworn this 23rd day of May 1863.

"At about six or half-past six on Saturday evening I called on Mr. A. Eden at his private residence in Middleton Street, and told him that Mr. Justice Morgan had that morning addressed me in Court in a tone and manner and in language by which I had felt very much affronted and asked him to oblige me by calling on him stating the facts and ascertaining whether he was willing to express his regret for what had occurred.

Mr. Eden immediately declined to accede to my request and added (I cannot remember the very words) but something equivalent to a warning not to do anything so rash as to send a hostile message to a Judge.

I thereupon explained to Mr. Eden that I was quite aware that no one could send or carry what is called a hostile message to a judge; that the only satisfaction that could be asked from a Judge was an apology or an explanation; and that if both of these were refused the only alternative was to appeal either to the profession or to the public or the Bench, (I do not remember which expression I used) and that what I wanted Mr. Eden to do was to act as such a mediator and that I could hardly anticipate any other result of his calling on Mr. Morgan than that Mr. Morgan would at once proffer the desired amends.

Mr. Eden still doubted whether his intervention would be of any service to me and for other reasons which were to me conclusive, declined, personally, to intervene in any way whatever in the matter.

I then told Mr. Eden that I would have to avail myself of the services of another friend, and on his again warning me to be very circumspect, I said I should give my friend such instructions as would preclude Mr. Justice Morgan or any one from representing his visit as one for the purpose of carrying a hostile message.

G. PIFFARD."

"I have read the above and consider that it is a substantially correct statement of what passed.

A. EDEN."

"MY DEAR PIFFARD,—I have read the paper you sent me and return it. It substantially and correctly describes what passed between us on the evening of Saturday.

When first you told me that you proposed to send and ask Mr. Morgan to express regret for the manner in which he had addressed you, I for a moment thought that you intended to demand an apology; but as by asking it as if that was your intention, you most positively disclaimed any desire to send a hostile message, but you appeared to think that Mr. Morgan would not hesitate to express regret for any pain which he had caused you as a member of society for the manner in which he addressed you from the Bench. I did not concur in this view, for it seemed clear to me that Mr. Morgan would naturally treat the matter as an official matter entirely, and such an expression of regret from him as a private individual would have been to all intents and purposes an admission that he had taken advantage of his position as a Judge to make use of stronger language than he had any right to use; in fact I anticipated that he would act precisely as he has acted; and his only chance of justifying his own conduct was to put you on the way. Have my best wishes to you for getting out of an awkward business.

Let me have a copy of the memo. which is returned, hereafter. Wishing you well out of an awkward business.—Yours truly, A. EDEN."

The learned counsel next read affidavits and statements in support of Mr. Piffard's case. *viz* of Messrs. Leslie and Gregory; and Baboos Muttylaul Mookerjee, Chunder Madhub Ghose and Rumeschunder Mittre in relation to what transpired on Saturday the 9th intant at the appellate High Court between Mr. Justice Morgan and Mr. C. Piffard.

No discourtesy has for a moment been imputed to Mr. Piffard by either Mr. Justice Bayley or Mr. Justice Morgan.

The learned Counsel then proceeded to argue there could have been no hostile intention in Mr. Piffard sending Captain Francis to Mr. Justice Morgan, and Captain Francis' affidavit as well as Mr. Eden's would fully prove this. (Reads.)

"I, George Edmund Francis, of Chowringhee Road in the Town of Calcutta, Captain in Her Majesty's 20th Foot, make oath and say as follows:—

First. I say that although I do not quite understand how I am accused of contempt of Court still that I believe that the rule in support of which Mr. Justice Morgan's affidavit has been sworn has been granted under an impression that I was the bearer of a hostile message to Mr. Justice Morgan on behalf of Mr. Piffard.

Second. On the 9th day of May, instant, Mr. Charles Piffard asked me to go to Mr. Justice Morgan to endeavour to obtain from him an expression of regret for the disagreeable language used by Mr. Justice Morgan to Mr. Piffard on the morning of that day.

Third. Before going to Mr. Justice Morgan, Mr. Piffard warned me that Mr. Justice Morgan's position as a Judge gave him immunity and that it would be out of all order that the message to be conveyed could be treated as of a hostile character. I could readily understand this. My own conviction, besides, was that the whole affair was one so unimportant that even to have made it matter of a duel with a private individual, supposing such private individual had used the language complained of, would have been perfectly preposterous. With Mr. Piffard's warning in my ears and my own conviction, I called on Mr. Justice Morgan and in a perfectly conciliatory manner mentioned that I had come from Mr. Piffard. Upon hearing Mr. Piffard's name Mr. Justice Morgan declined to hear me further, begging me to say no more; and when I tried to continue the conversation he said, "without meaning discourtesy to you, I decline discussing the matter," and then left me; and I say that in my letter to Mr. Piffard of date, the 13th May, instant, which is hereto annexed and marked, I have correctly described the substance of my interview with Mr. Justice Moran:

Fourth. My errand was entirely and purely of a peaceful character, and the only reason that Mr. Morgan did not become entirely acquainted with my object was entirely owing to his refusing to listen to me; and if he had listened he could not have gained any idea that I was the bearer of a message in the nature of a hostile message and I swear that if Mr. Piffard had asked me to be the bearer of a hostile message to Mr. Justice Morgan, I would at once have refused to do so.

Fifth. To the best of my recollection, I did not in my interview with Mr. Justice Morgan use the word "the apology."

Sixth. I further say that if my opinion as to the Court imagining that I was the bearer of a hostile message is incorrect, I an wholly at a loss to understand in what way I have committed any contempt of Court, for I say that I tried to be verily believed that I was in every respect courteous to Mr. Justice Morgan both in tone, language and manner, and that I left Mr. Justice Morgan's house under the impression which I still entertain, that the courtsey which I had shown to him was not shown by him to me; that I had been treated by him in a way which my conduct did not call for."

In Mr. Justice Morgan's he says he thinks the word "apology" was used by Capt. Francis when he called. Capt. Francis' affidavit does not mention the word. Possibly the idea came into the Judge's mind from the time of the night at which his visit was made, and from the surrounding causes, that the message from Mr. Piffard was a hostile one. The act was liable to misconstruction, but after the affidavits put in and read to the Court, it cannot believe such was the intention. The learned counsel then further commented on the steps Mr. Piffard had taken, first going to Mr. Eden and then afterwards sending with strict instructions only to ask of Mr. Justice Morgan an explanation: and contended that under the circumstances nothing hostile was intended. Mr. Piffard was merely doing that which he had a perfect right to do—to ask for an explanation as one gentleman of another. There was no intention of misconstruction, and it was by Mr. Justice Morgan's properly declining to hear Captain Francis that the misconstruction arose. As to what was contempt, the learned Counsel referred to the case of *Rex* vs. *Vaughan* in *Douglas'* Reports, 511, which also shows that the Court will be satisfied that no contempt was intended when a party denies all intention to commit a contempt. The entire case to be met was that Captain Francis went at nine o'clock at night; that after a few minutes' conversation Mr. Justice Morgan stopped it and Captain Francis left the house. Therefore he hoped the Court would not hold that there was any contempt. In this case Mr. Piffard had the most abundant reason to require an explanation. He adopted a course which, though open to misapprehension, shewed no intention of acting in contempt of Court. The affidavits show there was no intention and therefore there was no contempt. He further submitted that if a gentleman offers an offence to another, no matter how exalted his position, it does not exempt him from giving an explanation if it is asked of him. It could not be said that the sending of Captain Francis had a tendency to intimidate the Judge in the discharge of his judicial functions.

He therefore called upon the Court to dismiss the rule, and felt sure the Court would come to the conclusion that although Mr. Piffard was naturally suffering under great irritation he nevertheless acted without any hostile intention towards Mr. Justice Morgan when he sent Captain Francis to him to ask an explanation of his conduct towards him in Court.

Mr. Bell, in showing cause on behalf of Captain Francis, said. I appear on behalf of Captain Francis, against whom a rule also has been obtained, and is similar to the rule obtained against Mr. Piffard.

The Court seeks to exercise a direct jurisdiction by punishing by imprisonment.

Chief Justice.—By way of fine also.

Mr. Bell.—Just so. If your Lordships are of opinion that a contempt has been committed. It appears to me, that where a charge has been made and that charge admitted, as in the present case, the Court cannot adjudicate by attaching for contempt, but ought to proceed in a constitutional way by indictment. The rule was obtained on the affidavits of Messrs. Justice Morgan and Bayley; and the two read together do not appear to show any contempt of Court committed by my client Captain Francis. I have looked through all the reports and I have been unable to find a case analogous to this. I intend to rely on my argument upon the following cases—*in re Van Sandun*, 1 *Phillips*; *in re Dyce Sombre*, 1 *M. & G*; *in re Lechmore Charlton*, 2 *M. & Cr.* The great principle is that wherever one attempts to influence a Judge by intimidation or otherwise, he does an injury to the purity of the stream of justice and thereby commits a contempt, but it is not so when there is no interference with the course of justice or any act which interferes with its pure administration. The latest case on the subject of contempt is that of the Sheriff of Surrey, Mr. Evelyn, but the contempt there was as it were in the face of the Court; and there is no case in either English or Irish reports similar to the present one, and if instead of the Court taking action direct, any learned friend of mine had moved in the present case for such a rule as this, the Court would have called upon him for supreedent before granting it. No case can be found carrying the doctrine of contempt further than it was held in Dyce Sombre's case.

No attachment will issue for contempt of Court, unless it can be shown that the contempt, if any, interfered with the ends of justice. The Courts have laid down the rule to be that the offence does not consist of an offence as against the Judge personally, unless it interfere with the ends of justice through him. No words have been used by Captain Francis that can be construed into a contempt of Court. There is not even so much as a hint in Mr. Justice Morgan's affidavit that Captain Francis used any words that were likely to intimidate Mr. Justice Morgan or lead to a breach of the peace. There is no allegation even that Captain Francis brought a hostile message to Mr. Justice Morgan; and if a hostile message had been brought, there cannot be a doubt that Mr. Justice Morgan would have commented upon it in his letter to the Chief Justice. He does not do so, and the Court cannot conclude that he did so, unless there be an allegation to that effect. Is it to be said that because Captain Francis went with the intention of doing good, in acting as a mediator, he must be punished for so doing.

Sir M. Wells.—I think, as a matter of justice to Captain Francis, that as Mr. Morgan would not hear him when he called, we ought to give full effect to what he now has the first opportunity of explaining as to what took place.

Mr. Bell.—I think that is the proper view of that case to take. Captain Francis says that if it had been intimated to him that the message was to be construed as a hostile one he would not have taken it. Captain Francis is one of the oldest friends Mr. Piffard has, and what is more natural than that he should be selected to act for him in this matter? There is no doubt that Mr. Piffard felt offended with Mr. Morgan's remarks. He wrote to the Bar on the subject, but before doing so applied to Mr. Eden, who refused to speak to Mr. Justice Morgan. Who was he to go to? Not to a member of the legal profession? Then to whom but his oldest friend? The Chief Justice seems to think that Captain Francis, being a military man, makes a difference. I submit they are often the most prudent messengers. If Mr. Morgan had listened to Captain Francis this would never have occurred. Is a Judge not to be spoken to? Suppose Captain Francis had written to Mr. Morgan—

"SIR,—I have been asked by Mr. Piffard to communicate with you about an unfortunate matter that occurred this morning."……

If Mr. Morgan had then stopped reading this letter, and without showing what followed applied to this Court, would this Court say the letter was a contempt? Then, if the letter went on to say "I hope you will allow me to interfere and point out to you how much Mr. P. feels hurt, and your now expressing regret will be a great relief to him, and I trust may avoid any public notice being taken of what appears to me to be a matter of small importance," would that not show there was no contempt mean? If so, the case is similar to the present. If the Court extends this doctrine of contempt no Judge can be communicated with on matters even not arising in his decision. I rely with confidence on Captain Francis having done what, if he had been able to carry out, would have avoided this painful publicity, and I submit that his conduct is wholly free from blame of every description.

The Chief Justice.—I regret very much anything should have occurred to interrupt the good feeling between Bar and Bench. There is a difference of opinion. I think the conduct of both is a contempt. Eight Judges agree with me, Justices Wells and Raikes think Captain Francis not guilty of any contempt or other offence, and that Mr Piffard is not guilty of contempt but of misconduct as an advocate. The majority of the Court having decided this, the gentlemen must either apologise or take judgment.

Mr. Doyne, on behalf of Mr. Piffard—I must beg to express his sincere regret.

Mr. Bell, on behalf of Captain Francis.—The majority of the Court having so decided, he feels bound to bow to the decision. But at the same time he assures the Court he had no intention of doing anything that could be construed as improper conduct either to a Judge or any other man.

The Chief Justice.—I am very glad of this. Nothing that has passed has done anything to injure Mr. Piffard's prospects, and as to Captain Francis, I am bound to say that nothing in his conduct or otherwise has been inconsistent with the conduct of a man of honour. He may have acted hastily, but after what he has said on hearing the decision we have come to we think that there is nothing whatsoever that can affect his future prospects, or anything which can affect him in the mind of myself or any of the Judges.

Rule discharged.—*Englishman, May 9th.*

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